

CITY OF FAIRFIELD

RESOLUTION NO. 2015 - 190

**RESOLUTION OF THE CITY COUNCIL APPROVING THE PLANS AND
SPECIFICATIONS AND AWARDING A CONTRACT TO CENTERLINE
STRIPING COMPANY, INC. FOR THE VARIOUS STREETS STRIPING
PROJECT 2015 - PHASE 1**

WHEREAS, the bid opening for the Various Streets Striping Project 2015 – Phase 1 took place on July 9, 2015; and

WHEREAS, the apparent low bidder was Centerline Striping Company, Inc. in the amount of \$159,169.40.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The plans and specifications for the Various Streets Striping Project 2015 – Phase 1 are hereby approved.

Section 2. The City Manager is authorized to enter into a contract with Centerline Striping Company, Inc. for the Various Streets Striping Project 2015 – Phase 1 in the amount of \$159,169.40.

Section 3. The City Manager is authorized to enter into an escrow agreement for security deposits in lieu of retention for said contract, if necessary.

Section 4. The City Manager is hereby authorized to implement the above-mentioned contract.

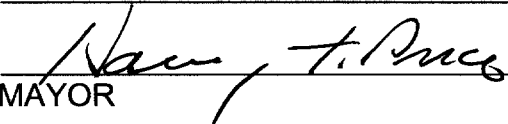
PASSED AND ADOPTED this 18th day of August 2015, by the following vote:

AYES: COUNCILMEMBERS: Price/Timm/Bertani/Moy/Vaccaro

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

ABSTAIN: COUNCILMEMBERS: NONE


MAYOR

ATTEST:

CITY CLERK
Pw

CITY OF FAIRFIELD
STATE OF CALIFORNIA

PROPOSAL

VARIOUS STREETS STRIPING PROJECT 2015 – PHASE 1

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within 15 working days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of **35 working days** from the date of said written notice to proceed.

Bids are to be submitted for the entire work.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the plans or specifications of the work.

Bidder acknowledges receipt of the following addenda:

Addendum No. 1

Date: 07/01/15

Addendum No. _____

Date: _____

Addendum No. _____

Date: _____

Addendum No. _____

Date: _____

VARIOUS STREETS STRIPING PROJECT 2015 - PHASE 1

BID SCHEDULE

Item No.	Item of Work	Qty.	Unit	Unit Price	Total Price
Dickson Hill Road (N. Texas St to Manuel Campos Pkwy)					
1	Traffic Control	1	LS	4143 ✓	4143 ✓
2	Grind Pavement Marking	1,006	SF	2.00 ✓	2012 ✓
3	Thermoplastic Traffic Stripe (Detail 9)	12,768	LF	.60 ✓	7660.80 ✓
4	Thermoplastic Traffic Stripe (Detail 22)	1,392	LF	.80 ✓	1113.60 ✓
5	Thermoplastic Traffic Stripe (Detail 29)	393	LF	2.00 ✓	786. - ✓
6	Thermoplastic Traffic Stripe (Detail 37B)	204	LF	1.00 ✓	204 ✓
7	Thermoplastic Traffic Stripe (Detail 38)	2,676	LF	1.00 ✓	2676 ✓
8	Thermoplastic Pavement Marking	4,969	SF	3.50 ✓	17391.50 ✓
9	Paint Island Nose	254	LF	2.00 ✓	508 ✓
10	Fire Hydrant Retroreflective Marking	3	EA	8.00 ✓	24 ✓
Subtotal: Dickson Hill Road				32375.90+TC	36518.90 ✓

Pennsylvania Avenue (Illinois St to Cunningham Dr)					
11	Traffic Control	1	LS	3806 ✓	3806 ✓
12	Grind Pavement Marking	658	SF	2.00 ✓	1316 ✓
13	Thermoplastic Traffic Stripe (Detail 2)	1,344	LF	.60 ✓	806.40 ✓
14	Thermoplastic Traffic Stripe (Detail 9)	12,023	LF	.60 ✓	7213.80 ✓
15	Thermoplastic Traffic Stripe (Detail 22)	2,716	LF	.80 ✓	2172.80 ✓
16	Thermoplastic Traffic Stripe (Detail 29)	298	LF	2.00 ✓	596 ✓
17	Thermoplastic Traffic Stripe (Detail 32)	140	LF	2.00 ✓	280 ✓
18	Thermoplastic Traffic Stripe (Detail 38)	3,069	LF	1.00 ✓	3069 ✓
19	Thermoplastic Pavement Marking	7,031	SF	3.50 ✓	24608.50 ✓
20	Paint Island Nose	634	LF	2.00 ✓	1268 ✓
21	Fire Hydrant Retroreflective Marking	15	EA	8.00 ✓	120 ✓
Subtotal: Pennsylvania Avenue				41450.50+TC	45556.50 ✓

Bidder shall complete this form legibly and in its entirety. An incomplete form shall be grounds for disqualification of the bid.

VARIOUS STREETS STRIPING PROJECT 2015 - PHASE 1

BID SCHEDULE (CON'T)

Item No.	Item of Work	Qty.	Unit	Unit Price	Total Price
Pacific Avenue (Fairfield Ave to N. Texas St)					
22	Traffic Control	1	LS	3398✓	3398✓
23	Grind Pavement Striping	2,243	LF	1.00✓	2243✓
24	Grind Pavement Marking	405	SF	2.00✓	810✓
25	Thermoplastic Traffic Stripe (Detail 2)	650	LF	1.00✓	650✓
26	Thermoplastic Traffic Stripe (Detail 22)	2,653	LF	1.50✓	3979.50✓
27	Thermoplastic Traffic Stripe (Detail 38)	104	LF	1.00✓	104✓
28	Thermoplastic Pavement Marking	1,206	LF	4.00✓	4824✓
29	Fire Hydrant Retroreflective Marking	5	EA	8.00✓	40✓
Subtotal: Pacific Avenue				12653.50+TC	16048.50✓

Union Avenue (Ohio St to Alaska Ave)					
30	Traffic Control	1	LS	4452✓	4452✓
31	Grind Pavement Marking	1,029	SF	2.00✓	2058✓
32	Thermoplastic Traffic Stripe (Detail 2)	2,129	LF	1.00✓	2129✓
33	Thermoplastic Traffic Stripe (Detail 22)	6,574	LF	1.00✓	6574✓
34	Thermoplastic Traffic Stripe (Detail 29)	120	LF	2.00✓	240✓
35	Thermoplastic Traffic Stripe (Detail 32)	222	LF	2.00✓	444✓
36	Thermoplastic Traffic Stripe (Detail 38)	465	LF	1.00✓	465✓
37	Thermoplastic Pavement Markings	3,898	SF	3.75✓	14617.50✓
38	Fire Hydrant Retroreflective Marking	17	EA	8✓	136✓
Subtotal: Union Avenue				26663.50+TC	3115.50✓

Bidder shall complete this form legibly and in its entirety. An incomplete form shall be grounds for disqualification of the bid.

VARIOUS STREETS STRIPING PROJECT 2015 - PHASE 1

BID SCHEDULE (CON'T)

Item No.	Item of Work	Qty.	Unit	Unit Price	Total Price
Sunset Avenue (E. Travis Blvd to E. Tabor Ave)					
39	Traffic Control	1	LS	3732✓	3732✓
40	Grind Pavement Marking	98	SF	2.00✓	196✓
41	Thermoplastic Traffic Stripe (Detail 9)	3,195	LF	.60✓	1917✓
42	Thermoplastic Traffic Stripe (Detail 22)	325	LF	.80✓	260✓
43	Thermoplastic Traffic Stripe (Detail 29)	363	LF	2.00✓	726✓
44	Thermoplastic Traffic Stripe (Detail 32)	1,586	LF	2.00✓	3172✓
45	Thermoplastic Traffic Stripe (Detail 38)	154	LF	1.00✓	154✓
46	Thermoplastic Traffic Stripe (Detail 39)	3,772	LF	.75✓	2829✓
47	Thermoplastic Traffic Stripe (Detail 39A)	338	LF	.75✓	253.50✓
48	Thermoplastic Pavement Marking	581	LF	3.50✓	2033.50✓
49	Fire Hydrant Retroreflective Marking	4	EA	8✓	32✓
Subtotal: Sunset Avenue				11573+TC	15305✓

Westamerica Drive (Business Center Dr to Sulsun Valley Rd)					
50	Traffic Control	1	LS	4930✓	4930✓
51	Grind Pavement Striping	330	LF	1.00✓	330✓
52	Grind Pavement Marking	126	SF	3.00✓	378✓
53	Thermoplastic Traffic Stripe (Detail 9)	480	LF	1.00✓	480✓
54	Thermoplastic Traffic Stripe (Detail 22)	156	LF	1.00✓	156✓
55	Thermoplastic Traffic Stripe (Detail 29)	188	LF	3.00✓	564✓
56	Thermoplastic Traffic Stripe (Detail 32)	1,103	LF	3.00✓	3309✓
57	Thermoplastic Traffic Stripe (Detail 37B)	150	LF	2.00✓	300✓
58	Thermoplastic Traffic Stripe (Detail 38)	506	LF	2.00✓	1012✓
59	Thermoplastic Pavement Markings	808	SF	4.00✓	3232✓
60	Paint Island Nose	89	LF	2.00✓	178✓
61	Fire Hydrant Retroreflective Marking	7	EA	8.00✓	56✓
Subtotal: Westamerica Drive				9995+TC	14925.✓

TOTAL BID PRICE:	159169.40✓
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Bidder shall complete this form legibly and in its entirety. An incomplete form shall be grounds for disqualification of the bid.

VARIOUS STREETS STRIPING PROJECT 2015 – PHASE 1

DESIGNATION OF SUBCONTRACTORS

In accordance with Section 8 of the General Provisions of the City of Fairfield Standard Specifications and Details for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof. **The bidder shall note that he shall perform with his own organization at least 50% of the work with the remainder of the work performed by subcontractors.**

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name, CSLB license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project, the portion of the work to be performed by each subcontractor, and the percent of the total contract to be performed by each subcontractor, is set forth below. All columns are to be filled out. However, the information on percent of total contract may be submitted either with the bid, or within twenty-four (24) hours after the deadline for receipt of bids.

Subcontractor's Name and Address	Subcontractor's CSLB License Number	Portion of Work or Items to be Performed	Percent of Total Bid ¹
1) <i>N/A</i>			
2)			
3)			
4)			
5)			

Note: Attach additional sheets if required

1. Must be submitted within 24-hours of deadline for receipt of bids.

NONCOLLUSION DECLARATION TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Vice President of Centerline Striping Co., Inc the party making the foregoing bid.


The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 7-8-15 [date], at Elk Grove [city], California [state].

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

7-8-15
(Date)


(Signature)

NOTE: THIS FORM MUST BE NOTARIZED.

Centerline Striping Co., Inc.
Name of Firm

DIR OK!
1000004030

9847 Dino Dr.
Elk Grove, CA 95624

Business Address

916/686-8860
Phone Number


Signature of Responsible Official

Contractor's License:

a. Class: C-32 OK!

b. Number: 499345 OK!

c. Expiration Date: 10-31-16

FEI Number: 68-0102426

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

Leallyn Breault - President

Thomas Breault - Vice President

James Breault - Treasurer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sacramento)
On 7-8-15 before me, Lisa Kantar, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Thomas Breault
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Lisa Kantar
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Noncollusion Dec. Document Date: 7-8-15
Number of Pages: 2 Signer(s) Other Than Named Above: No other signers

Capacity(ies) Claimed by Signer(s)

Signer's Name: Thomas Breault
☒ Corporate Officer — Title(s): V.P.
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: Centerline
Striping Co., Inc.

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

VARIOUS STREETS STRIPING PROJECT 2015 – PHASE 1

WHEREAS Centerline Striping Company, Inc.

9847 Dino Dr. Elk Grove, CA 95624

(Name and address of Bidder)

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

Western Surety Company

333 S. Wabash Ave., Chicago, IL 60604

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of _____

Ten Percent of the amount bid

Dollars (\$ 10% Percent of amount bid), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: July 8, 2015

"Contractor"

"Surety"

Centerline Striping Company, Inc.

Western Surety Company

9847 Dino Dr. Elk Grove, CA 95624

333 S. Wabash Ave., Chicago, IL 60604

By: 

By: 

Title
Thomas Breault, Vice President

Title
Renee Ramsey, Attorney In Fact

By: _____

By: _____

Title

Title

(Seal)

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On July 8, 2015 before me, Melissa D. Diaz, Notary Public
(insert name and title of the officer)

personally appeared Renee Ramsey
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/~~they~~ executed the same in
~~his~~/~~her~~/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/~~her~~/~~their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Richard W Pratt, Joseph H Weber, B G Midstokke, Renee Ramsey, Katherine Gordon, John J Weber, Melissa D Diaz, Shawna Johnson, Individually

of Sacramento, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

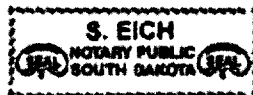
State of South Dakota }
County of Minnehaha }

ss

On this 16th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich
S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of July, 2015.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the day of October 6, 2015, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and CENTERLINE STRIPING CO., INC., party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

VARIOUS STREETS STRIPING PROJECT 2015 – PHASE 1

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Plans prepared for same by City of Fairfield
 numbered 1 through 24
 and dated May 2015
 Advertisement for Bids.
- b. The Accepted Bid, dated July 8, 2015
- c. Instructions to Bidders.
- d. Specifications consisting of:
 - 1) Special Provisions.
 - 2) City of Fairfield Standard Details and Specifications, 2014 edition.
 - 3) Standard Specifications issued by State of California, Department of Transportation, Division of Highways, dated July, 2010.
- e. Performance Bond, dated Sept 21, 2015.
- f. Labor and Material Bond, dated Sept 21, 2015.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned

in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. The work shall be completed within **35** working days after the date of written notice to proceed.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" (LDs) an amount equal to **Five Hundred Dollars (\$500)** for each calendar day or fraction thereof that expires after the time specified herein of the Contractor to complete the work and the facility or improvements are useable for its intended use. LDs shall apply cumulatively and shall be presume to be damages suffered by the City resulting from delay in the completion of work.
- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LDs shall not cover the cost to complete the work, damages resulting for defective work, costs of substitute facilities, or damages suffered by others who seek to recover their damages for the City (for example, delay claims from other contractors, sub-contractors, tenants, or third-parties, and defense costs thereof.

III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 9 of the City of Fairfield Standard Specifications and Details General Provisions.

VARIOUS STREETS STRIPING PROJECT 2015 – PHASE 1

BID SCHEDULE

Item No.	Item of Work	Qty.	Unit	Unit Price	Total Price
Dickson Hill Road (N. Texas St to Manuel Campos Pkwy)					
1	Traffic Control	1	LS	\$4,143.00	\$4,143.00
2	Grind Pavement Marking	1,006	SF	\$2.00	\$2,012.00
3	Thermoplastic Traffic Stripe (Detail 9)	12,768	LF	\$.60	\$7,660.80
4	Thermoplastic Traffic Stripe (Detail 22)	1,392	LF	\$.80	\$1,113.60
5	Thermoplastic Traffic Stripe (Detail 29)	393	LF	\$2.00	\$786.00
6	Thermoplastic Traffic Stripe (Detail 37B)	204	LF	\$1.00	\$204.00
7	Thermoplastic Traffic Stripe (Detail 38)	2,676	LF	\$1.00	\$2,676.00
8	Thermoplastic Pavement Marking	4,969	SF	\$3.50	\$17,391.50
9	Paint Island Nose	254	LF	\$2.00	\$508.00
10	Fire Hydrant Retroreflective Marking	3	EA	\$8.00	\$24.00
Subtotal: Dickson Hill Road					\$36,518.90

Pennsylvania Avenue (Illinois St to Cunningham Dr)					
11	Traffic Control	1	LS	\$3,806.00	\$3,806.00
12	Grind Pavement Marking	658	SF	\$2.00	\$1,316.00
13	Thermoplastic Traffic Stripe (Detail 2)	1,344	LF	\$.60	\$806.40
14	Thermoplastic Traffic Stripe (Detail 9)	12,023	LF	\$.60	\$7,213.80
15	Thermoplastic Traffic Stripe (Detail 22)	2,716	LF	\$.80	\$2,172.80
16	Thermoplastic Traffic Stripe (Detail 29)	298	LF	\$2.00	\$596.00
17	Thermoplastic Traffic Stripe (Detail 32)	140	LF	\$2.00	\$280.00
18	Thermoplastic Traffic Stripe (Detail 38)	3,069	LF	\$1.00	\$3,069.00
19	Thermoplastic Pavement Marking	7,031	LF	\$3.50	\$24,608.50
20	Paint Island Nose	634	LF	\$2.00	\$1,268.00
21	Fire Hydrant Retroreflective Marking	15	EA	\$8.00	\$120.00
Subtotal: Pennsylvania Avenue					\$45,256.50

VARIOUS STREETS STRIPING PROJECT 2015 – PHASE 1

BID SCHEDULE (CON'T)

Item No.	Item of Work	Qty.	Unit	Unit Price	Total Price
Pacific Avenue (Fairfield Ave to N. Texas St)					
22	Traffic Control	1	LS	\$3,398.00	\$3,398.00
23	Grind Pavement Striping	2,243	LF	\$1.00	\$2,243.00
24	Grind Pavement Marking	405	SF	\$2.00	\$810.00
25	Thermoplastic Traffic Stripe (Detail 2)	650	LF	\$1.00	\$650.00
26	Thermoplastic Traffic Stripe (Detail 22)	2,653	LF	\$1.50	\$3,979.50
27	Thermoplastic Traffic Stripe (Detail 38)	104	LF	\$1.00	\$104.00
28	Thermoplastic Pavement Marking	1,206	SF	\$4.00	\$4,824.00
29	Fire Hydrant Retroreflective Marking	5	EA	\$8.00	\$40.00
Subtotal: Pacific Avenue				\$16,048.50	

Union Avenue (Ohio St to Alaska Ave)					
30	Traffic Control	1	LS	\$4,452.00	\$4,452.00
31	Grind Pavement Marking	1,029	SF	\$2.00	\$2,058.00
32	Thermoplastic Traffic Stripe (Detail 2)	2,129	LF	\$1.00	\$2,129.00
33	Thermoplastic Traffic Stripe (Detail 22)	6,574	LF	\$1.00	\$6,574.00
34	Thermoplastic Traffic Stripe (Detail 29)	120	LF	\$2.00	\$240.00
35	Thermoplastic Traffic Stripe (Detail 32)	222	LF	\$2.00	\$444.00
36	Thermoplastic Traffic Stripe (Detail 38)	465	LF	\$1.00	\$465.00
37	Thermoplastic Pavement Markings	3,898	SF	\$3.75	\$14,617.50
38	Fire Hydrant Retroreflective Marking	17	EA	\$8.00	\$136.00
Subtotal: Union Avenue				\$31,115.50	

VARIOUS STREETS STRIPING PROJECT 2015 – PHASE 1

BID SCHEDULE (CON'T)

Item No.	Item of Work	Qty.	Unit	Unit Price	Total Price
Sunset Avenue (E. Travis Blvd to E. Tabor Ave)					
39	Traffic Control	1	LS	\$3,732.00	\$3,732.00
40	Grind Pavement Marking	98	SF	\$2.00	\$196.00
41	Thermoplastic Traffic Stripe (Detail 9)	3,195	LF	\$.60	\$1,917.00
42	Thermoplastic Traffic Stripe (Detail 22)	325	LF	\$.80	\$260.00
43	Thermoplastic Traffic Stripe (Detail 29)	363	LF	\$2.00	\$726.00
44	Thermoplastic Traffic Stripe (Detail 32)	1,586	LF	\$2.00	\$3,172.00
45	Thermoplastic Traffic Stripe (Detail 38)	154	LF	\$1.00	\$154.00
46	Thermoplastic Traffic Stripe (Detail 39)	3,772	LF	\$.75	\$2,829.00
47	Thermoplastic Traffic Stripe (Detail 39A)	338	LF	\$.75	\$253.50
48	Thermoplastic Pavement Marking	581	SF	\$3.50	\$2,033.50
49	Fire Hydrant Retroreflective Marking	4	EA	\$8.00	\$32.00
Subtotal: Sunset Avenue					\$15,305.00

Westamerica Drive (Business Center Dr to Suisun Valley Rd)					
50	Traffic Control	1	LS	\$4,930.00	\$4,930.00
51	Grind Pavement Striping	330	LF	\$1.00	\$330.00
52	Grind Pavement Marking	126	SF	\$3.00	\$378.00
53	Thermoplastic Traffic Stripe (Detail 9)	480	LF	\$1.00	\$480.00
54	Thermoplastic Traffic Stripe (Detail 22)	156	LF	\$1.00	\$156.00
55	Thermoplastic Traffic Stripe (Detail 29)	188	LF	\$3.00	\$564.00
56	Thermoplastic Traffic Stripe (Detail 32)	1,103	LF	\$3.00	\$3,309.00
57	Thermoplastic Traffic Stripe (Detail 37B)	150	LF	\$2.00	\$300.00
58	Thermoplastic Traffic Stripe (Detail 38)	506	LF	\$2.00	\$1,012.00
59	Thermoplastic Pavement Markings	808	SF	\$4.00	\$3,232.00
60	Paint Island Nose	89	LF	\$2.00	\$178.00
61	Fire Hydrant Retroreflective Marking	7	EA	\$8.00	\$56.00
Subtotal: Westamerica Drive					\$14,925.00

TOTAL PRICE:	\$159,169.40
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IV. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

V. WORKERS' COMPENSATION

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

WITNESS:

CITY OF FAIRFIELD

Eva Hoff, Deputy
City Clerk

By [Signature]
City Manager GDA

CENTERLINE STRIPING CO., INC.

Contractor

By:

[Signature]

Thomas Breault, V.P.
Title

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

a. Class:	<u>C-32</u>
b. Number:	<u>499345</u>
c. Expiration Date:	<u>10-31-16</u>
FEI Number:	<u>68-0102426</u>